

1 DEAN PROBER, ESQ. #106207
2 HOMAN MOBASSER, ESQ. #251426
3 PROBER & RAPHAEL, A LAW CORPORATION
4 20750 Ventura Blvd., Suite 100
5 Woodland Hills, CA 91364
6 Telephone: (818) 227-0100
7 Facsimile: (818) 227-0637
8 Email: dprober@pralc.com
9 D.087-166

10 Attorneys for Plaintiff
11 United States of America

12 UNITED STATES DISTRICT COURT

13 FOR THE CENTRAL DISTRICT OF CALIFORNIA

14 UNITED STATES OF AMERICA,) No.
15)
16 Plaintiff,) COMPLAINT ON PROMISSORY
17) NOTES
18 vs.)
19)
20 BASIA M. DAVIS AKA BARBARA)
21 WHITE AKA BASIA M. WHITE AKA)
22 BARBARA M. DAVIS AKA BASIA)
23 DAVIS,)
24) STUDENT LOAN 20 U.S.C. § 1080
25 Defendant.)

26 FIRST CLAIM

27 For its claim, Plaintiff, acting on behalf of the DEPARTMENT OF
28 EDUCATION alleges as follows:

- 29 1. This Court has jurisdiction under Title 20 U.S.C. § 1080, and the
30 Defendant resides in the County of Los Angeles.

2. In consideration of a student loan, Defendant executed a promissory note ("Note 1"), a copy of which is attached hereto as **Exhibit 1** on the date set forth on Note 1.
3. Note 1 and all rights to the obligation undertaken therein were thereafter assigned to Plaintiff.
4. Defendant has defaulted in the payment of the obligation due under Note 1 according to the terms and has paid no part thereof.
5. Defendant owes to Plaintiff after applying all payments and proper credits the amounts hereinafter prayed for.
6. Pursuant to Note 1, Plaintiff is entitled to reasonable attorney's fees and costs incurred in this action, in an amount to be determined by the Court.

SECOND CLAIM

For its claim, Plaintiff, acting on behalf of the DEPARTMENT OF EDUCATION alleges as follows:

7. This Court has jurisdiction under Title 20 U.S.C. § 1080, and the Defendant resides in the County of Los Angeles.
8. In consideration of a student loan, Defendant executed a promissory note ("Note 2"), a copy of which is attached hereto as **Exhibit 2** on the date set forth on Note 2.

1 9. Note 2 and all rights to the obligation undertaken therein were
2 thereafter assigned to Plaintiff.

3
4 10. Defendant has defaulted in the payment of the obligation due under
5 Note 2 according to the terms and has paid no part thereof.

6
7 11. Defendant owes to Plaintiff after applying all payments and proper
8 credits the amounts hereinafter prayed for.

9
10 12. Pursuant to Note 2, Plaintiff is entitled to reasonable attorney's fees
11 and costs incurred in this action, in an amount to be determined by the
12 Court.

13 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

14 1) As to Plaintiff's First Claim:

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16 The principal amount of \$8,336.53 plus interest accrued to March 30, 2015
17 in the sum of \$15,257.11 with interest accruing thereafter at 8.00% per annum until
18 entry of judgment; with interest thereafter at the legal rate, plus administration
19 charges of \$0.00.
20

21 2) As to Plaintiff's Second Claim:

22
23 The principal amount of \$5,248.32 plus interest accrued to March 30, 2015
24 in the sum of \$7,422.66 with interest accruing thereafter at 3.73% per annum until
25 entry of judgment; with interest thereafter at the legal rate, plus administration
26 charges of \$0.00.
27

28 3) And upon all claims:

- 1 A. For cost incurred,
- 2 B. For Reasonable attorney's fees,
- 3
- 4 C. For such other and further relief as to the Court seems just.
- 5

6 Dated: March 30, 2015

7
8 By: 

Homan Mobasser

Attorneys for Plaintiff